



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"Enriching Lives"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
[www.ladpw.org](http://www.ladpw.org)

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 23, 2003

IN REPLY PLEASE

REFER TO FILE: **MP-6**  
**1.042**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**HARBOR BOULEVARD PROPERTIES/FULLERTON BOULEVARD (12)  
PARCELS 1EX, 1EX.1, 7EX, AND 8EX  
SALE OF SURPLUS PROPERTY - CITY OF LA HABRA HEIGHTS  
SUPERVISORIAL DISTRICT 4  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Declare the fee interest in Harbor Boulevard Properties, Parcel 1EX, 1EX.1, 7EX, and 8EX (19.9 acres), located north of the most southerly intersection of Fullerton Road and Harbor Boulevard, in the City of La Habra Heights, to be excess.
3. Approve the enclosed Agreement for Purchase and Sale, which provides for the sale of Parcels 1EX, 1EX.1, 7EX, and 8EX to the Puente Hills Landfill Native Habitat Preservation Authority, for \$343,606, and authorize the Chair to execute.
4. Instruct the Chair to sign the Quitclaim Deed upon presentation by Public Works and authorize delivery to the Grantees.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This action will allow the County of Los Angeles to sell parcels of surplus property along Harbor Boulevard, in the City of La Habra Heights, to the Puente Hills Native Habitat Authority, a public agency, to create a wildlife corridor. The parcels are located on the east and west sides of Harbor Boulevard, just north of the most southerly intersection of Fullerton Road and Harbor Boulevard, in the City of La Habra Heights.

The County acquired the fee title to Parcels 1EX, 1EX.1, 7EX, and 8EX as part of the land acquired for the Harbor Boulevard project. Construction has been completed, and the subject parcels lie outside of the required right of way. The Authority, who requested to purchase this property, is an adjacent property owner and is considered to be the most logical purchaser.

### **Implementation of Strategic Plan Goals**

This action is consistent with the Strategic Plan Goal of Fiscal Responsibility. The revenue from the sale will be used for road purposes. Furthermore, the sale will eliminate the need to maintain the property and reduce the County's expenses and liability.

### **FISCAL IMPACT/FINANCING**

The proposed selling price of \$343,606 represents the appraised value. In accordance with the enclosed Agreement, this amount will be paid and deposited into the Road Fund within 10 days of the Authority receiving the executed Quitclaim Deed.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

As required by California Government Code Section 65402, a notification of the proposed sale was submitted to the City of La Habra Heights' Planning Department for its report as to conformance with the adopted General Plan. It was deemed by the City's Planning Department that the proposed sale conforms with its General Plan.

The sale is not considered adverse to the County's purposes. The Quitclaim Deed will not transfer rights to any oil, gas, petroleum, or other hydrocarbon and minerals. The enclosed Agreement has been approved by County Counsel. The Quitclaim Deed will be approved by County Counsel.

The Honorable Board of Supervisors  
October 23, 2003  
Page 3

**ENVIRONMENTAL DOCUMENTATION**

The sale of this property is categorically exempt from the CEQA, as specified in Class 18 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57, and Section 15318 of State CEQA Guidelines.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

None.

**CONCLUSION**

This action is in the County's interest. Enclosed are three originals of the Agreement for Purchase and Sale. Please have the originals signed by the Chair and acknowledged by the Executive Officer of the Board of Supervisors. Please return two executed originals to this office, retaining one original for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

DKW:lf  
p:6/blHarborBlvd

Enc.

cc: Auditor-Controller (Accounting Division-Asset Management)  
Chief Administrative Office  
County Counsel

## **AGREEMENT FOR PURCHASE AND SALE**

by and between

The County of Los Angeles, a body corporate and politic

and

Puente Hills Landfill Native Habitat Preservation Authority,  
a joint powers entity established pursuant to Govt. Code Section 6500 et seq.

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2003 ("Effective Date"), by and between the Puente Hills Landfill Native Habitat Preservation Authority (hereinafter referred to as BUYER) and The County of Los Angeles, (hereinafter referred to as SELLER), with reference to the following facts:

- A. SELLER is the owner of approximately twenty (20) acres of vacant land located in La Habra Heights also described as Assessor's Parcel Numbers 8267-017-900, 8267-017-903 and 8267-018-909 (hereinafter referred to as the PROPERTY). APN 8267-017-903 is bisected by Harbor Boulevard. The portion of APN 8267-017-903 located to the west of Harbor Boulevard shall hereinafter be known as the "west side of APN 8267-017-903". The portion of APN 8267-017-903 located on the east side of Harbor Boulevard shall hereinafter be known as the "east side of APN 8267-017-903". SELLER intends to sell all of APN 8267-017-900, APN 8267-018-909, the entire west side of APN 8267-017-903 and a portion of the east side of APN 8267-017-903 to BUYER. The PROPERTY is depicted on the attached Exhibit A.
- B. BUYER desires to purchase the PROPERTY from SELLER and SELLER desires to sell the PROPERTY to BUYER, all on the terms and conditions of this Agreement.

Therefore, SELLER and BUYER agree as follows:

### **ARTICLE 1: BASIC AGREEMENT**

- 1.0 For good and valuable consideration receipt of which is hereby acknowledged BUYER agrees to purchase PROPERTY from SELLER and SELLER agrees to sell the PROPERTY to BUYER, all on the terms and conditions of this Agreement.

- 1.1 SELLER intends to reserve certain easements for existing drainage and appurtenant structures over portions of the PROPERTY. Within thirty days (30) of the Effective Date SELLER agrees to deliver to BUYER for its review and approval of a map in recordable form depicting the location of all reserved road easements (for the widening of Harbor Boulevard) and drainage easements.

## **ARTICLE 2: PURCHASE PRICE**

- 2.0 BUYER agrees to pay to SELLER as the purchase price for the PROPERTY the sum of three hundred and twenty thousand dollars (\$320,000.00) for APN 8267-018-909 and the west side of APN 8267-017-903, and twenty-three thousand six-hundred and six dollars and forty cents (\$23,606.40) (which sum is \$0.24 a square foot) for the portion of the east side of APN 8267-017-903 and APN 8267-017-900 for total consideration of three hundred and forty-three thousand six-hundred and six dollars and forty cents (\$343,606.40) (the Purchase Price.)
- 2.1 BUYER agrees to pay to SELLER the PURCHASE PRICE within ten (10) business days of delivery of title to PROPERTY to BUYER.

## **ARTICLE 3: TRANSFER OF TITLE**

- 3.0 Within ten (10) business days of approval of this Agreement Los Angeles County Board of Supervisors, SELLER agrees to deliver to BUYER a quitclaim deed conveying all of the PROPERTY reserving the road purposes (for the widening of Harbor Boulevard), and drainage and appurtenant structures easements. BUYER agrees to deliver to SELLER, within ten (10) business days after delivery of the quitclaim deed, the PURCHASE PRICE. BUYER will, upon confirmation of receipt of the PURCHASE PRICE by SELLER, deliver the quitclaim deed to Chicago Title Company for recording. BUYER and SELLER agree that the transfer of title and payment of PURCHASE PRICE shall take place on or before December 4, 2003.

## **ARTICLE 4: CONDITIONS**

- 4.0 Conditions Precedent to Closing for Benefit of SELLER. SELLER's obligation to perform under this Agreement shall be subject to and contingent upon satisfaction of each of the following conditions precedent:
- (a) Performance by BUYER of all obligations, covenants and agreements on BUYER's part to be performed under this Agreement within the time provided in this Agreement for such performance.

- (b) Approval of the sale by the Los Angeles County Board of Supervisors.

4.1 Conditions Precedent to Closing for Exclusive Benefit of BUYER. BUYER's obligation to perform under this Agreement shall be subject to and contingent upon satisfaction of each of the following conditions precedent:

- (a) Performance by SELLER of all obligations, covenants and agreements on SELLER's part to be performed under this Agreement within the time provided in this Agreement for such performance.
- (b) BUYER's approval of a preliminary title report for the PROPERTY. BUYER shall notify SELLER in writing of the disapproved title exceptions. If SELLER is unable or unwilling to remove any disapproved exceptions, then BUYER, in its sole and absolute discretion may either terminate this Agreement or accept such previously disapproved exception; BUYER shall notify SELLER of its decision by written notice. The exceptions listed on the Title Reports and not disapproved by BUYER (or disapproved but later accepted) shall be the "Permitted Exceptions". The parties acknowledge that all monetary liens and encumbrances including taxes are disapproved exceptions.
- (c) Approval by BUYER of the legal description of the PROPERTY and the road, slope and drainage and appurtenant structures easements to be reserved by SELLER on PROPERTY.

## **ARTICLE 5: CLOSING COSTS**

5.0 To Be Paid by SELLER. SELLER shall pay for the costs to draft and or locate on a map the legal description for the west side and the east side of APN 8267-017-903 and the easements for road purposes (for the widening of Harbor Boulevard), and drainage and appurtenant structures.

5.1 To Be Paid by BUYER. BUYER shall pay for the title charges.

5.2 Legal Fees. Each party shall bear its respective legal fees and expenses incurred in negotiating, documenting and closing this transaction.

## **ARTICLE 6: MISCELLANEOUS PROVISIONS**

- 6.0 Broker's Commission. SELLER and BUYER are not represented by any real estate agent(s) and/or Broker(s) and no commissions are owed to any broker(s) and/or agent(s).
- 6.1 Performance. Time is of the essence of this Agreement and of each provision hereof.
- 6.2 Calculation of Time. The time in which any act required or permitted by this Agreement is to be performed shall be determined by excluding the day upon which performance would otherwise be required or permitted is on a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.
- 6.3 Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between BUYER and SELLER.
- 6.4 Entire Agreement. This Agreement shall constitute the entire understanding and agreement of the parties hereto and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect.
- 6.5 Amendments. This Agreement may not be modified or amended except by a writing signed by the party against whom enforcement is sought.
- 6.6 Applicable Law. This Agreement shall in all respects be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within this State.
- 6.7 Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation as to which the parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.
- 6.8 Separate Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

- 6.9 Notices. Any notice to be given hereunder to either party shall be deemed given or delivered upon personal delivery to the recipient or two days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid and addressed as follows:

If to SELLER:

Charlotte F. Miyamoto, Head  
Acquisition and revenue Section  
Mapping and Property Division  
County of Los Angeles  
Department of Public Works  
900 South Fremont Avenue  
Alhambra, California 91803-1331

If to BUYER:

Andrea Gullo  
Director  
Puente Hills Landfill Native  
Habitat Preservation Authority  
7702 Washington Avenue, Suite C  
Whittier, California 90602

with a copy to:

Laurie C. Collins, Esq.  
570 West Avenue 26, Suite 100  
Los Angeles, California 90065

Each party may, by notice to the others, designate different addresses which shall be substituted for the one specified above. Notice given in a manner other than specified above shall be deemed given only if in writing and only upon actual receipt by the addressee.

- 6.10 Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraphs at the head of which it appears, the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.



- 6.11 Survival. All representations, warranties, covenants, agreements and indemnities made and all obligations to be performed under the provisions hereof to the extent not performed at or before the closing dates shall survive the close of escrow and shall not be deemed to merge with the Grant Deeds or upon delivery or acceptance thereof.
- 6.12 Further Action. Each party hereto shall, on or before the closing date for each phase, duly execute and deliver such papers, documents and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.
- 6.13 Waiver. No waiver of any term, provision or condition of this Agreement shall be effective or enforceable unless in writing.
- 6.14 Facsimile Signatures. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the COUNTY OF LOS ANGELES, a body corporate and politic, by order of its Board of Supervisors and the PUENTE HILLS LANDFILL NATIVE HABITAT PRESERVATION AUTHORITY, have caused this Agreement to be executed on the day and year first above written.

PUENTE HILLS LANDFILL NATIVE HABITAT  
PRESERVATION AUTHORITY

By: \_\_\_\_\_  
Andrea Gullo, Executive Director

AND

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

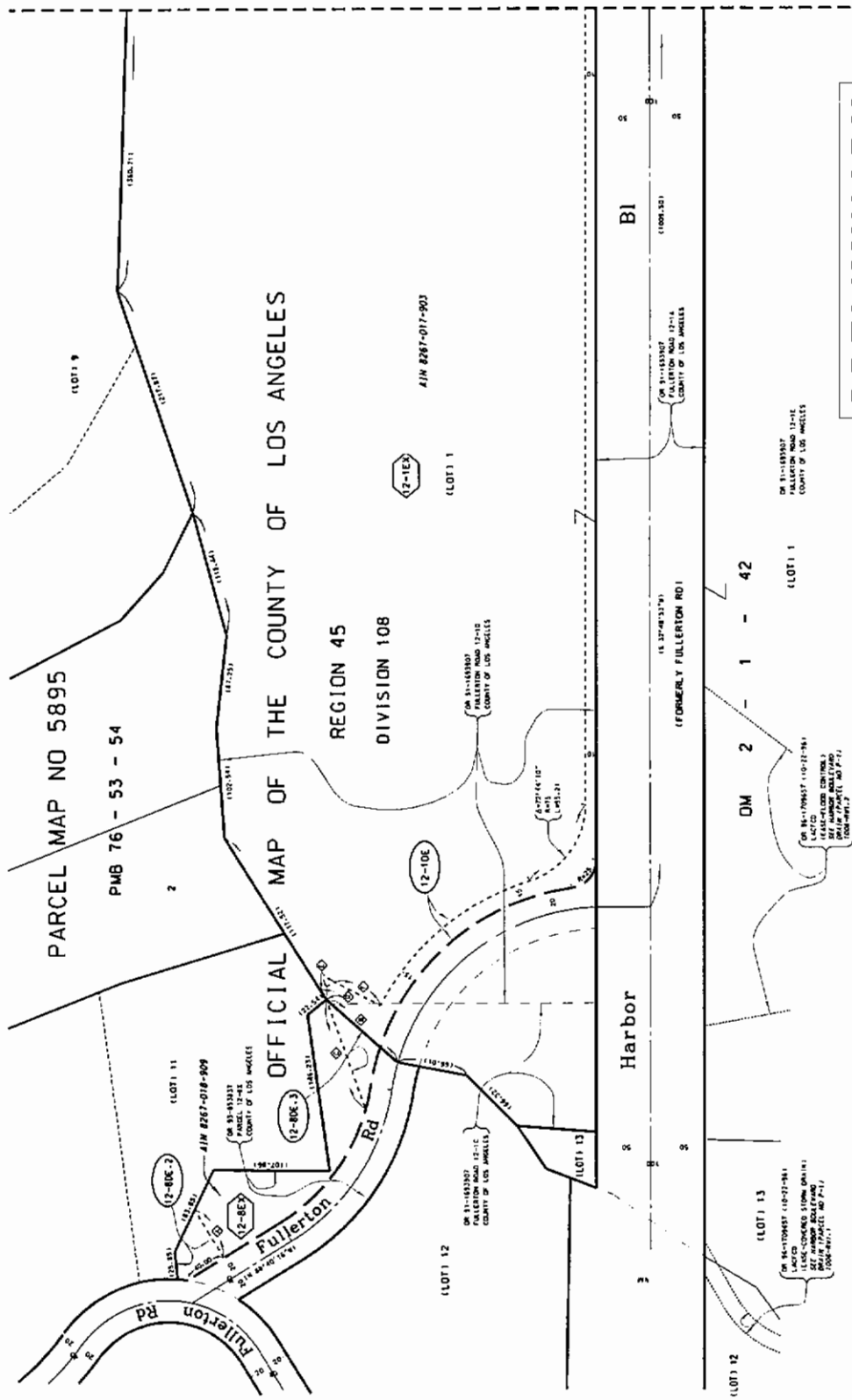
VIOLET VARONA-LUKENS, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

Approved as to form:

LLOYD W. PELLMAN, County Counsel

By: \_\_\_\_\_  
Deputy



**LINE DATA**

LINE	BEARING	DISTANCE
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**NOTE:**

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3. EX DEMOTES EXCESS COUNTY PROPERTY.
4. EX DEMOTES EXCESS EASEMENT.
5. LACED DEMOTES LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.



**PRELIMINARY**  
SUBJECT TO CHANGE

ALL IN THE CITY OF L.A. HARBOUR HEIGHTS		Los Angeles County Department of Public Works	
Harbor Boulevard Property		Harbor Boulevard Property	
FILE WITH FULLERTON ROAD (172)		FILE WITH FULLERTON ROAD (172)	
SHEET 1 OF 2		SHEET 1 OF 2	
FILE NO	DM 81-45333	RECORDING DATA	AREA
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